

As of 1. January 2010

## General business terms for services provided by Das ist Catering GmbH

**Hof  
Lieferanten  
Berlin**

### 1. General

1.1 These business terms shall apply to all supply and service contracts as well as contracts dealing with the provision, on a rental basis, of conference halls, banquet halls and function rooms that facilitates the overall provision of the agreed services.

1.2 The general business terms of the client/organiser shall not apply. Other agreements and accords shall only be applicable if they have been explicitly confirmed and agreed upon in writing with Das ist Catering GmbH.

### 2. Offer and contract conclusion

2.1 A contract can only be concluded if there exists a written, binding offer that was made by Das ist Catering GmbH. Any event-related presentations or calculations that were sent to the client in advance serve exclusively to provide information to the client and do not amount to a binding offer made by Das ist Catering GmbH.

2.2 In principle, a contract only reaches the stage of an offer in the sense of the information contained in clause 2.1 when the client provides a written order acknowledgement. Verbally concluded agreements are only binding if they have been confirmed in writing by Das ist Catering GmbH.

### 3. Scope of services

3.1 The deliverables provided by Das ist Catering GmbH include all the performances in kind as well as all the services that must necessarily be rendered for the event specified in the order to be conducted. Das ist Catering GmbH is entitled to transfer the responsibility of fulfilling the contract to sub-contractors.

3.2 The exact subject matter of the service in question follows from the contract that is signed between the parties. In any event, these general business terms form part of the contract.

3.3 The extensive assortment of services provided by Das ist Catering GmbH is subject, above all, to seasonal modifications. In case certain articles are temporarily undeliverable, we reserve the right to swap the articles in question against goods that are at least of the same value. Consequently, the goods and prices on offer are subject to change. The contractually agreed prices shall be valid only vis-à-vis the overall order and the number of persons that was agreed upon within the framework of the said order.

3.4 If the contract involves the provision, on a rental basis, of rooms, these business terms shall be applicable, unless a separate rental agreement was concluded.

### 4. Delivery time

4.1 In principle, the delivery dates and performance dates specified in the contract agreement that has been concluded are binding.

4.2 However, Das ist Catering GmbH shall be relieved of the delivery commitment if it is prevented from discharging its obligation by unforeseeable and extraordinary circumstances that it could not prevent, in spite of having exercised the diligence that it would, with respect to the individual case in question, have been expected to



exercise. This provision applies, for example, to situations involving Acts of God, operational disturbances such as strikes or lock-outs, administrative interventions, delayed deliveries of critical raw materials etc. and situations in which the aforementioned circumstances make it impossible to make the delivery or provide the service. In this regard, the question of whether the specified background reasons arise on the client's side or on the side of Das ist Catering GmbH is irrelevant.

4.3 If Das ist Catering GmbH is relieved of its delivery commitment in accordance with clause 4.2, all the resulting damage compensation claims and rights of withdrawal of the client shall become inapplicable.

4.4 The client shall compensate Das ist Catering GmbH for all the necessary costs that Das ist Catering GmbH had to incur to execute the order up to the point in time at which the event corresponding to the information contained in clause 4.2 arose.

## **5. Payment, default, offsetting**

5.1 Das ist Catering GmbH can, within the framework of the contract, demand that the client make an appropriate down payment. If the provision of a down payment is agreed upon without the date of the event being known, the down payment shall be payable no later than 14 days before the event date to be determined.

5.2 The final settlement or, as the case may be, the outstanding balance of the final settlement is payable without any deductions as soon as the bill is received. The agreed prices shall be subject to the applicable VAT.

5.3 The resulting costs and fees, e.g. the costs and fees associated with customs declarations and customs clearances, air freight and inland transportation, import documents, veterinary certificates, pro forma invoices, phytosanitary certificates and personnel expenses such as travel expenses, hotel accommodation expenses, expenses associated with food and drink, hourly wage rates, expenses associated with visa fees and expenses associated with transportation to the site in question are borne by the client.

5.4 The client has to ensure that the goods in question clear customs.

5.5 In case of a default in payment, interest shall be charged at a rate that shall be 4% above the base rate in §247 of the BGB (German Civil Code). The right to raise a further reaching claim for damage compensation remains unaffected. If, in a given case, no prices were agreed upon, the prices in the latest price list shall be applicable.

5.6 Das ist Catering GmbH shall be entitled to raise the price if the wages and expenses upon which the agreed-upon remuneration is based increase, and if the finalisation of the contract and the delivery or transfer to the client of the premises that are to be made available are separated by a period of more than four months.

5.7 An offsetting process based on the client's counter-claims may only be carried out if the claims in question are undisputed or determined without further legal recourse.

5.8 For the event to be guaranteed to go off smoothly, the desired offer-related changes and the final number of people who are expected to attend the event in question must be announced in a timely manner. The client shall disclose this information to Das ist Catering GmbH five days before the event is scheduled to begin. If the event is cancelled on account of factors lying within the client's sphere of responsibility, or if the event is cancelled by the client, or if the number of people undergoes a reduction, Das ist Catering GmbH shall receive 50% of the agreed-upon remuneration if the cancellation is announced between two weeks and one week before the date on which the event is scheduled to begin. If the cancellation is



announced between one week and four days before the event date, Das ist Catering GmbH shall receive 80% of the agreed-upon remuneration, and it (Das ist Catering GmbH) shall receive 100% of the agreed-upon remuneration if the cancellation is announced when the event date is 3 days (or fewer) away (if the number of people undergoes a reduction, the remuneration to be paid to Das ist Catering GmbH shall be adjusted in a proportional manner). The sum in question is payable within a period of 8 days after the date on which the account was rendered.

5.9 If the client defaults on the payment and an orderly collection procedure is initiated, Das ist Catering GmbH shall reserve the right to charge a fee of 5.00 euros per overdue notice.

## **6. Complaints**

6.1 Complaints should be brought to the attention of the executing firm or the event manager verbally without undue delay. If there are contractual agreements, the parties shall endeavour to designate a contact person for each of the agreements.

6.2 Information regarding latent defects in the goods delivered and the services rendered by Das ist Catering GmbH must be disclosed, either verbally or over the phone, without undue delay. These defects must be announced in writing no later than two days after the date on which the defects were detected.

6.3 If the client does not discharge his obligation to notify within the stipulated period of time (in accordance with clauses 6.1 and 6.2), and if, as a result, the defects cannot, on account of the client's behaviour, be rectified in a timely manner, during the event or before the end of the event, the client cannot raise any damage compensation claims that are based on the detected defects.

## **7. Risk of loss, transport & liability**

7.1 The risk associated with the shipped goods or rental properties gets transferred at the time of arrival of the vehicle(s) at the point of destination that has been specified by the client. The client shall bear the costs of transporting the items in question from our office to the point of destination. The consumption rates and shortfall quantities are enumerated and determined at the company's headquarters in Berlin.

7.2 Showpieces or other pieces, which includes personal items, that are carried along with the other items shall remain in the function rooms at the risk of the organiser. The organiser shall be responsible for ensuring an adequate degree of closure-related security. Das ist Catering GmbH shall assume no obligations as regards surveillance or safe-keeping. Das ist Catering GmbH shall assume no liability for losses, destruction or damages, unless the situation in question involves gross negligence or malicious intent on the part of Das ist Catering GmbH.

## **8. Warranty**

The client can only raise claims that are based on the absence of guaranteed features if the guaranteed features in question are explicitly described as such in the order acknowledgement by Das ist Catering GmbH. Otherwise, no claims of this nature can be raised by the client.

## **9. Written form**

Changes, supplementations and the cancellation of provisions (even individual provisions) necessitate the written form. The same thing applies to this requirement of the written form.



### **10. Partial invalidity**

If individual provisions contained in this contract become invalid, it shall not affect the validity of the remaining provisions. The contractual parties pledge to promptly replace, within the framework of an additional agreement, the said provisions with a written agreement that produces, to the greatest possible degree, the result that the invalid provision was intended to produce.

### **11. Place of fulfilment, place of jurisdiction**

11.1 The registered office of Das ist Catering GmbH shall be the place of fulfilment and the place of payment.

11.2 When it comes to the business people involved, all legal disputes arising from the contractual relationship and all legal disputes pertaining to the emergence of the said relationship and its validity shall be subject to the sole jurisdiction of the city of Berlin.

### **12. Applicable law**

The contractual relationship shall be subject to German law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

